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16 Attorneys for Plaintiff LARGO CONCRETE, INC.
and Plaintiff and Counterdefendant
17 N.M.N. CONSTRUCTION, INC.

18 UNITED STATES DISTRICT COURT

19 NORTHERN DISTRICT OF CALIFORNIA

20 LARGO CONCRETE, INC., a California
Corporation; N.M.N. CONSTRUCTION,
21 INC., a California Corporation,

22 Plaintiffs,

23 v.

24 LIBERTY MUTUAL FIRE INSURANCE
COMPANY, a Massachusetts Corporation,
25 and DOES 1 through 100, inclusive.

26 Defendants.

27 AND RELATED COUNTERCLAIM
28

Case No. C07-04651 CRB (ADR)

Hon. Charles R. Breyer
[Complaint Filed: September 10, 2007]

**JOINT REPORT PURSUANT TO
FEDERAL RULE OF CIVIL
PROCEDURE 26(f)**

On January 7, 2009, counsel for plaintiff Largo Concrete, Inc. ("Largo") and plaintiff and counterdefendant N.M.N. Construction, Inc. ("N.M.N.") (collectively "Plaintiffs") and counsel for defendant and counterclaimant Liberty Mutual Fire Insurance Company ("Liberty Mutual") conferred telephonically pursuant to Federal Rule of Civil Procedure 26(f) and this Court's Order Setting Scheduling Initial Case Management Conference and ADR Deadlines, as amended by the November 17, 2008 Stipulation and Order Setting Pre-Case Management Conference Deadlines (the "Order"). This report constitutes the Joint Report of Early Meeting of Counsel required by Rule 26(f) and the Order.

A. Initial Disclosures.

The parties agree that, except as noted herein regarding the timing of expert disclosures under Fed. R. Civ. P. 26(a)(2), no changes should be made in the timing, form or requirement for the initial disclosures required by Fed. R. Civ. P. 26(a). The parties will make their initial disclosures in accordance with Fed. R. Civ. P. 26(a)(1) and the Order by no later than February 4, 2009.

B. Case Management Dates and Discovery Cut-Off Dates, Phases or Limitations, and Subjects of Discovery.

The following dates are based on the assumption that Plaintiffs receive copies of the claim files for the at-issue claims by no later than April 1, 2009:

<u>Event</u>	<u>Proposed Date</u>
Joint exchange of initial expert designations:	March 16, 2009

<u>Event</u>	<u>Proposed Date</u>
Joint exchange of supplemental/rebuttal designations:	March 31, 2009
Service of Plaintiffs' initial claims handling expert reports (first half of claims files at issue):	June 1, 2009
Service of Plaintiffs' initial claims handling expert reports (second half of claim files at issue):	June 29, 2009
Service of Defendant's claims handling expert rebuttal reports (first half of claim files at issue):	July 17, 2009 ¹
Service of Plaintiffs' non-claims handling expert reports:	August 3, 2009
Service of Defendant's claims handling expert rebuttal reports (second half of claim files at issue):	August 17, 2009 ²
Service of Defendant's non-claims handling expert rebuttal reports:	September 3, 2009
Date for completion of fact discovery: (The parties do not wish there to be a formal schedule for written discovery or depositions and request that a formal discovery plan requirement be waived).	December 11, 2009
Date for completion of expert discovery:	December 11, 2009
Last hearing date on motions, including dispositive motions and discovery motions, but excluding motions in limine and trial motions:	January 8, 2010
Final Pre-trial Conference:	February 8, 2010
Trial Date:	February 15, 2010

¹ If Plaintiffs serve their initial claims handling expert reports for the first half of the claims files at issue prior to June 1, 2009, Defendant will serve its claims handling expert rebuttal reports for those claims within six weeks of receipt of Plaintiffs' reports.

² If Plaintiffs serve their initial claims handling expert reports for the second half of the claims files at issue prior to June 29, 2009, Defendant will serve its claims handling expert rebuttal reports for those claims within six weeks of receipt of Plaintiffs' reports.

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2 The parties agree that discovery should not be conducted in phases or be
3 limited to or focused upon particular issues, and should proceed in accordance with the
4 Federal Rules of Civil Procedure. The general subjects on which discovery may be needed
5 by both parties include, but are not limited to, (i) all matters relating to Liberty Mutual's
6 handling of workers' compensation claims under the Policies; (ii) the amounts charged
7 and/or paid for claims losses, expenses, premiums and other charges under the Policies;
8 (iii) the collateral under the Policies; and (iv) Liberty Mutual's calculation and
9 determination of retrospective premium adjustments and assessments made under the
10 N.M.N. Policy.

11
12 Discovery will require the production of claim files containing private
13 medical information pertaining to Plaintiffs' injured employees, and may also require the
14 disclosure of information and documents that the parties deem confidential, proprietary
15 and/or trade secrets. As a result, the parties will lodge a Stipulated Protective Order to be
16 entered by the Court to protect the confidentiality of, and to prohibit the unauthorized
17 dissemination or use of, any private medical information or confidential/proprietary/trade
18 secret information that may be disclosed during discovery.

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20 **C. Changes in Discovery Limitations.**

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22 The parties agree to fifty (50) interrogatories per side, twenty-five (25)
23 depositions per side (exclusive of expert depositions), no limit on document requests, and
24 no limit on requests for admissions.

1 **D. Issues Related to Electronic Discovery and Privilege Issues.**

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3 The parties do not anticipate any major logistical issues in connection with
4 the production of electronically stored information or the review of that information for
5 privilege. The parties have agreed that any electronically stored information shall, at the
6 option of the requesting party, be produced in one of the following forms: (i) hard copy
7 printouts; (ii) pdf files; or (iii) tiff images. Counsel have asked their respective clients to
8 preserve electronically stored information that may be relevant to the claims and defenses
9 asserted in this case.
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11 **E. Additional Discovery Orders.**

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13 As noted above, discovery will require the production of claim files
14 containing private medical information pertaining to Plaintiffs' injured employees, and
15 may also require the disclosure of information and documents that the parties deem
16 confidential, proprietary and/or trade secrets. As a result, the parties will lodge a
17 Stipulated Protective Order to be entered by the Court to protect the confidentiality of, and
18 to prohibit the unauthorized dissemination or use of, any private medical information or
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1 confidential/proprietary/trade secret information that may be disclosed during discovery.

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3 Dated: January 30, 2009

4 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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6 By



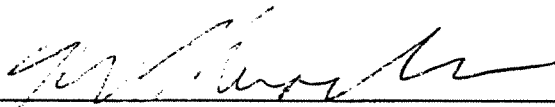
FRANK FALZETTA

7 Attorneys for Defendant and Counterclaimant
8 LIBERTY MUTUAL FIRE INSURANCE COMPANY

9 Dated: January 30, 2009

10 ACKERMAN AND KEVORKIAN

11
12 By



KEVIN KEVORKIAN

13 Attorneys for Plaintiffs and Counterdefendant
14 LARGO CONCRETE, INC. and
15 N.MN. CONSTRUCTION, INC.
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